

Requested By and
When Recorded Return to:
Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: David A. Libardoni, Esq.


2023 00078445
Bk: 69699 Pg: 41 Page: 1 of 6
Recorded: 12/06/2023 03:28 PM
ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

AGREEMENT REGARDING UNIT 3 AND UNIT 5 SHARED LAND

THIS AGREEMENT REGARDING UNIT 3 AND UNIT 5 SHARED LAND (this "Agreement") is entered into as of November 29, 2023 by and between PPF INDUSTRIAL 1 WESTINGHOUSE UNIT 3, LLC, a Delaware limited liability company (the "Unit 3 Owner") and PPF INDUSTRIAL 1 WESTINGHOUSE UNIT 5, LLC, a Delaware limited liability company (the "Unit 5 Owner").

BACKGROUND

- A. Reference is made to the Second Amended and Restated Master Deed of the Mother Brook Condominium (the "Condominium") dated August 18, 2014 and recorded with the Suffolk County Registry of Deeds (the "Registry") in Book 53675, Page 169, as amended by (i) First Amendment to Second Amended and Restated Master Deed dated September 11, 2018 and recorded with the Registry in Book 60170, Page 260, (ii) Third [sic] Amendment to the Second Amended and Restated Master Deed dated April 18, 2019 and recorded with the Registry in Book 61102, Page 105 (iii) Amendment to Second Amended and Restated Master Deed dated January 13, 2020 and recorded with the Registry in Book 62426, Page 302, as affected by Affidavit pursuant to M.G.L. Chapter 183, §5B dated January 24, 2020 and recorded with the Registry in Book 62437, Page 118 and (iv) Fourth Amendment to Second Amended and Restated Master Deed dated November 17, 2023 and recorded with the Registry in Book 69699, Page 17 (collectively, the "Master Deed"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Master Deed.
- B. Unit 3 Owner is the owner of Unit 3 of the Condominium.
- C. Unit 5 Owner is the owner of Unit 5 of the Condominium.
- D. Pursuant to Section 7.2(q) of the Master Deed, the Unit 3 Owner and Unit 5 Owner desire to enter into the Unit 3 and Unit 5 Shared Land Agreement to allocate their respective rights and obligations with respect to the Unit 3 and Unit 5 Shared Land.

STATEMENT OF AGREEMENT

For good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the Unit 3 Owner and Unit 5 Owner act and agree as follows:

1. Agreements Regarding Unit 3 and Unit 5 Shared Land

- a. Unit 3 Owner shall be solely responsible for maintaining, operating, repairing and replacing the improvements within the Unit 3 and Unit 5 Shared Land and paying for the costs and expenses thereof (other than the Building F Roof Extensions, which shall be solely the responsibility of the Unit 5 Owner) (the "**Unit 3 and Unit 5 Shared Land Maintenance Costs**"), subject to reimbursement from the Unit 5 Owner and its successors for 47.1% of the Unit 3 and Unit 5 Shared Land Maintenance Costs. Such reimbursement request may be made on a monthly or annual basis or otherwise as reasonably determined by the Unit 3 Owner in the event any Unit 3 and Unit 5 Shared Land Maintenance Costs require payment in a different timeframe. The Unit 5 Owner or its successors shall reimburse the Unit 3 Owner for its share of Unit 3 and Unit 5 Shared Land Maintenance Costs within thirty (30) days of demand. The Unit 3 Owner shall include with any reimbursement request copies of invoices for the costs of the applicable Unit 3 and Unit 5 Shared Land Maintenance Costs which shall be conclusive of said costs. In the event that the Unit 5 Owner or its successors fail to reimburse the Unit 3 Owner within such thirty (30) day period, such charges shall become delinquent, and the Unit 3 Owner may assess interest on any outstanding amounts then due at the rate of ten percent (10%) per annum.
- b. To the maximum extent not prohibited by applicable law, (i) all Unit 3 and Unit 5 Shared Land Maintenance Costs allocable to Unit 5 shall constitute a lien on Unit 5 from the time such assessments or charges become delinquent until paid; (ii) the lien shall also secure payment of interest pursuant to Section 1(a) and costs of collection (including attorneys' fees, lien fees and administrative costs); and (iii) the lien shall be superior to all mortgages on Unit 5 and any other liens, except those other liens deemed by Massachusetts law to be superior, including, without limitation, real estate tax liens and liens of the Association pursuant to Ch. 183A, § 6. Such lien may be foreclosed by Unit 3 in any manner permitted under applicable law. All payments with respect to the enforcement of such lien shall be applied first to any collection costs, including reasonable attorney's fees, then to interest, and then to outstanding Unit 3 and Unit 5 Shared Land Maintenance Costs allocable to Unit 5. Such lien shall continue in full force and effect until such costs and any accrued interest thereon shall have been paid in full or otherwise discharged or satisfied. The Unit 3 Owner may sue for unpaid Unit 3 and Unit 5 Shared Land Maintenance Costs allocable to Unit 5 and other charges authorized hereunder without foreclosing or waiving the lien securing the same.
- c. All requests for reimbursement by the Unit 3 Owner shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed or sent by electronic

mail (with confirming hard copy mailed by first class mail or overnight courier on the same day) addressed in the case of the Unit 5 Owner at the address provided to the Unit 3 Owner by the Unit 5 Owner in writing from time to time. Upon the sale or transfer of Unit 5, the unit deed evidencing such sale or transfer shall include the mailing address of such purchaser or transferee, which shall be deemed the notice address for purposes of this Section.

- d. Within ten (10) business days of written request therefor, the Unit 3 Owner shall furnish to the Unit 5 Owner or any successor in title a statement setting forth the amount of unpaid Unit 3 and Unit 5 Shared Land Maintenance Costs in recordable form, which, when recorded, shall operate to discharge Unit 5 from any lien permitted under this Section for other Unit 3 and Unit 5 Shared Land Maintenance Costs then unpaid and not shown on such statement and shall be binding on Unit 3 and Unit 5.

2. Authority. By signing below, each of the parties is representing that it has full power and authority to execute and to deliver this Agreement.

3. Bind and Inure. All the grants, covenants and agreements herein shall run with the land and are binding upon and inure to the benefit of the parties hereto and their respective successors in interest to Unit 3 and Unit 5.

4. Entire Agreement. The terms and provisions herein contained constitute the entire Agreement with respect to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights, easements and covenants expressly granted or made in this Agreement there are no other rights, easements or covenants granted or made hereby and none shall be created by implication, necessity or otherwise.

5. Amendments. This Agreement may not be terminated, released, modified or amended in whole or in part except by written instrument executed by the Unit 3 Owner and Unit 5 Owner or their respective successors in title and recorded with the Registry. Nothing in this Agreement shall be deemed to require any consent or approval or other agreement by any unit owner of the Condominium, or of any other party, for any such termination, release, amendment or modification.

6. Severability. If any provision of this Agreement is declared invalid by any court of competent jurisdiction, such invalidity shall in no way affect any of the other provisions hereof, each of which shall remain in full force and effect. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same instrument

8. Subject to Prior Rights. All rights and obligations created herein are made subject to rights, easements and restrictions of record, if any, insofar as now in force and applicable, including, without limitation, the Condominium Documents.

[SIGNATURES ON FOLLOWING PAGES]

Executed under seal as of the first date written above.

**PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 3, LLC**

By: _____
Name: Bryan Blake
Title: Authorized Signatory

**PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 5, LLC**

By: _____
Name: Bryan Blake
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bryan Blake proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Signatory of PPF Industrial 1 Westinghouse Unit 3, LLC, as the voluntary act of said limited liability company.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bryan Blake proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Signatory of PPF Industrial 1 Westinghouse Unit 5, LLC, as the voluntary act of said limited liability company.

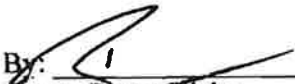
Notary Public
My commission expires:

Executed under seal as of the first date written above.

PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 3, LLC

By: 
Name: Bryan Blake
Title: Authorized Signatory

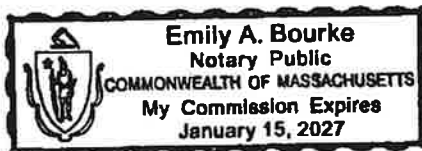
PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 5, LLC

By: 
Name: Bryan Blake
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 29 day of November, 2023, before me, the undersigned notary public, personally appeared Bryan Blake proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Signatory of PPF Industrial 1 Westinghouse Unit 3, LLC, as the voluntary act of said limited liability company.

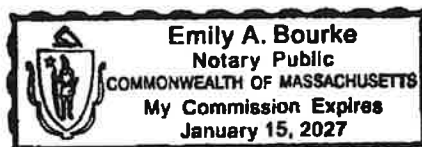


Emily Bourke
Notary Public
My commission expires: 1/15/27

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 29 day of November, 2023, before me, the undersigned notary public, personally appeared Bryan Blake proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Signatory of PPF Industrial 1 Westinghouse Unit 5, LLC, as the voluntary act of said limited liability company.



Emily Bourke
Notary Public
My commission expires: 1/15/27